

6-28-1965

# United States Steel Corporation Sheet and Tin Operations Fairfield Tin Mill and United Steelworkers of America Local Union 2122

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BOARD OF ARBITRATION

Case No. USS-4891-S

June 28, 1965

ARBITRATION AWARD

UNITED STATES STEEL CORPORATION  
SHEET AND TIN OPERATIONS  
Fairfield Tin Mill

and

Grievance No. 155-2187

UNITED STEELWORKERS OF AMERICA  
Local Union No. 2122

Subject: Seniority

Statement of the Grievance: "I, Joe East, Badge #3914, request all the proxy age due me under the Selective Service Training and Service Act of 1940.

"This agreement between T.C.I. and The United Steelworkers of America is dated June 10, 1946 and was signed by W. J. Kelley, Manager of Industrial Relations for T.C.I. and by Mr. R. E. Farr for the Union."

This grievance was filed in the First Step of the grievance procedure August 6, 1962.

Contract Provisions Involved: Section 13 of the April 6, 1962 Agreement and the June 10, 1946 Local Agreement.

Statement of the Award: The grievance is denied.

BACKGROUND

Case USS-4891-S

Fairfield Tin Mill Comptroller's Department wage rate employee East requests "proxy age" on the Loading Checker (Production) Class 11 job which he says he would have been entitled to had Management correctly implemented an agreement under date of June 10, 1946 and entitled "Rules and Regulations Relating to the Reemployment of World War II Veterans." Specifically, grievant asks that his occupational seniority date on the Loading Checker (Production) job antedate that of employee Williams whose occupational seniority date on the job in question is March 10, 1944.

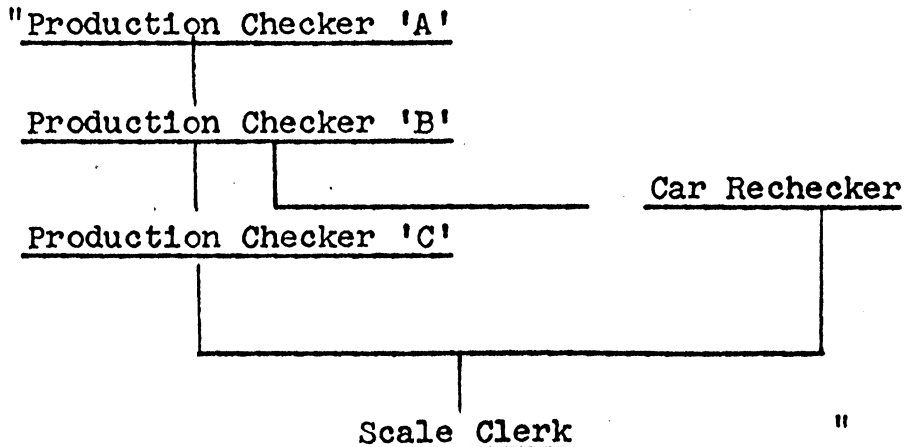
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Since events pertinent to decision of this case cover a span of many years, a chronological recitation may be helpful in bringing the relationship of occurrences into focus: -

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Grievant carries a continuous service date of February 6, 1939 on the Comptroller's Department job on which he has the most "age," Weigher - #2 Shear Scale. When East was inducted into military service on January 21, 1943, he was working on the job of Scale Clerk in his then line of promotion indicated as follows:

3



The present line of promotion and East's occupational dates considered appropriate by the Company follow:

4

"Loading Checker (Production)	11/29/49
↑	
Loading Checker (Car)	3/15/48
↑	
Weigher - #1 Shear Scale	6/12/39
↑	
Weigher - Hot Strip	-
↑	
Weigher - Electrolytic Tinning	2/15/43
↑	
Tin House Recorder	-
↑	
Weigher - #3 Shear Scale	2/12/45
↑	
Weigher - Electrolytic Cleaners	4/ 3/39
↑	
Weigher - Continuous Pickler or Weigher - #4 Continuous Pickler	-
↑	
Weigher - #2 Shear Scale	2/ 6/39 "

Jobs of Production Checker "A," "B," and "C" have been combined and are now the Loading Checker (Production) job in the new line of promotion. The old Car Rechecker job is presently the Loading Checker (Car) job.

5

East returned to the Company's employ on November 26, 1945 and filed Grievance No. 155-494 on December 7, 1945 requesting proxy age on the equivalent of the Loading Checker

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(Production) job, but that grievance was held in abeyance pending results of negotiations between the parties which, in fact, resulted in District Director Farr and TCI Manager of Industrial Relations Kelly affixing their signatures to the agreement known as "Rules and Regulations Relating to the Re-employment of World War II Veterans." That agreement, in its entirety, reads as follows: -

- "1. Effective June 10, 1946, each World War II veteran qualified for reemployment rights under the Selective Training and Service Act of 1940, as amended, provided he has the ability to perform the work and physical fitness as set forth in the Seniority Section of the Agreement, shall be placed in the same position in his line of promotion as he would have occupied had he not left for service in the armed forces.
- "2. Within fifteen days following June 10, 1946, each such veteran who has not heretofore been placed in the same position in his line of promotion as he would have occupied had he not left for service in the armed forces, will be so placed.
- "3. When a veteran is so placed on a higher ranking occupation in his line of promotion than the one he occupied at the time he left for the armed forces, he shall be considered as having established continuous service on such occupation and all intervening occupations, if any, as of the same date the first permanent vacancy was filled on each of such occupations to which he would have been promoted had he remained in the service of the Company."

Grievance No. 155-494 was not processed beyond the May 1946 Fourth Step meeting. However, East was advanced from Scale Clerk to Car Rechecker from June 17, 1946 until June 21, 1946, when he returned to the Scale Clerk job at his own request. On three occasions in 1946 and 1947 grievant turned down promotions to the Loading Checker (Car) (Car Rechecker) job, apparently for reasons of health connected with a troublesome back. East did begin functioning as a Loading Checker (Car) in March 1948 and began working the Loading Checker (Production) job in November 1949, and worked that job until he was "bumped back" in a 1962 reduction in force. The Union asserts that grievant's 1945 grievance may have been dormant but is not dead. The instant grievance is said to have been timely filed on August 6, 1962, since East was first alerted by the July 1, 1962 seniority list that his occupational date of November 29, 1949 on the Loading Checker (Production) job was erroneous.

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Management has corrected grievant's occupational continuous service dates on the jobs of Weigher - #2 Shear Scale, Weigher - #3 Shear Scale, and Weigher - Electrolytic Tinning as of the January 1, 1963 seniority list, thereby indicating that it can and will correct dates, balking only at correcting grievant's occupational date on the top job in the line, the Loading Checker (Production).

8

The Union believes that East's proper "age" in the Comptroller's Department is February 6, 1939 and that if an early date had been accorded him on the Loading Checker (Production) job, by virtue of his status as a veteran, he would not have been subject to "bumping" by employee Williams, whose Loading Checker (Production) occupational seniority date is March 10, 1944.

9

The Company considers that grievant is barred from prevailing in this case by his failure to activate Grievance 155-494; by his failure to work the job (Car Rechecker) "he would have occupied had he not left for service in the armed forces," except for a few days in 1946 as a Learner; by his failure to file a grievance until the expiration of approximately sixteen years after the 1946 events; by his processing, as a Grievance Committeeman, a grievance in August 1946

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on behalf of employee Williams which resulted in assignment of March 10, 1944 "age" on the Production Checker "B" job, now Loading Checker (Production); by the fact that East served as a Grievance Committeeman from 1946 to 1948 and 1952 to 1954 and as an Acting Committeeman in 1950 and 1951, in all of which jobs he had access to seniority lists that would make him fully cognizant with occupational dates which Management recognized as his on various jobs.

By refusing to work the Car Rechecker job grievant refused to work his way up through the line of promotion to the top Loading Checker (Production) job. 11

Company witness McCarter, Superintendent of Weighing and Production Recording, testified that East has been reduced from the Loading Checker (Production) job several times since 1949 at times when employee Williams remained on it. 12

### FINDINGS

Item 2 of the June 10, 1946 Agreement of the parties provides that: 13

"Within fifteen days following June 10, 1946, each such veteran who has not heretofore been placed in the same position in his line of promotion as he would have occupied had he not left for service in the armed forces, will be so placed."

East was placed on the Car Rechecker job on June 17, 1946. There is not a scintilla of evidence that the Car Rechecker was not "the same position in his line of promotion as he would have occupied." On June 21 grievant returned to his former Scale Clerk job at his own request and did not file a new grievance or pursue his December 1945 grievance to assure himself of the higher job in the line of promotion, the Loading Checker (Production). Clearly neither East nor the

Company entertained the view that that was East's rightful job in the critical fifteen days following June 10, 1946, judging by the evidence at hand. Since grievant did not attend the arbitration hearing, his thought processes in 1946 cannot be known, but it is apparent that he began working the Loading Checker (Production) job for the first time in November 1949 and must be deemed to have been aware that that was his occupational date on that job. Failure to grieve until 1962 is of considerably less significance than the acquiescence and tacit agreement of both grievant and Company in 1946 that the Loading Checker (Production) job was not the job East would have occupied had he not gone into the service, the decisive factor for this case. Having found that man and Management made the critical decision, it is, at this date, untoward and unnecessary speculation for the Board to inquire whether grievant would have "made" Loading Checker (Production) equivalent had he not entered the service on January 21, 1943 and whether this would have been achieved in good time to establish his priority vis-a-vis Williams' occupational seniority date of March 10, 1944.

AWARD

The grievance is denied.

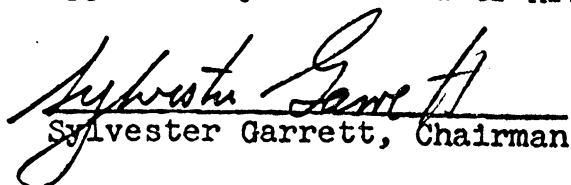
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Findings and Award recommended pursuant to Section 7-J of the Agreement, by



David C. Altrock  
Assistant to the Chairman

Approved by the Board of Arbitration



Sylvester Garrett, Chairman